IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.3810 OF 2005

IN

SUIT NO.3267 OF 2005

...

Savitri Prem Mirchandani ...Plaintiff

v/s.

Ambika Ramesh Alva & ors. ...Defendants

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Mr.A.M.Vernekar i/b Mrs.Madhuri Deshpande for the Plaintiff.

Mr.V.J.Hegde for the Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 29TH JUNE, 2007

P.C.:

1. Without prejudice to their respective contentions

both the parties have given their consent for disposing of the motion in following terms:

(a) Motion is granted in terms of prayer clause (b) excluding bracketed portion. The court receiver shall appoint the Defendant as his agent to be in possession of the premises.

(b) According to the Defendants presently they are not carrying on any hotel business from the premises and that they intend to start a business from the premises within a period of six months from today.

(c) It is, therefore, agreed between the parties that the appointment of the agent shall be on usual terms and conditions including security and royalty, but the amount of royalty shall be payable as may be fixed by the Receiver from the date on which the Defendant starts carrying on business from the premises. It is also agreed between the parties that in case the Defendants are not able to start their business within a period of six months, they will apply for extension of time before the court before expiry of time of six months.

(d) In case the Defendants do not start their business within the period of six months and they are also not successful in getting extension of time by the court, then the Receiver shall take physical possession of the premises from the Defendants and shall hand over premises to the Plaintiff again as agent of the Receiver, but on usual terms and condition except security and royalty. Motion disposed of.

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